BEFORE THE DISTRICT OF COLUMBIA ALCOHOLIC BEVERAGE CONTROL BOARD

| | , | |
|------------------------------------|--------------|--------------------------------|
| In the Matter of: |) | |
| Jacqueline February |),) | • |
| t/a 4 th Street Market |) | |
| |) | |
| Application for a Retailer's Class |) | Case no. <u>11825</u> -02/055P |
| B (renewal) |) | 2002-219 |
| at premises |) | |
| 6900 4 th Street, N.W. |) | |
| Washington, D.C. |) | |
| |) | |

Dodie Butler, Interim President, on behalf of Plan Takoma, and Barrington Scott, I Chairperson, on behalf of the Advisory Neighborhood Commission 4B, Protestants

Jacqueline February, Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair

Vera Abbott, Member Charles Burger, Member Laurie Collins, Member Judy A. Moy, Member Ellen Opper-Weiner, Esquire, Member

Audrey E. Thompson, Member

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

The application, having been protested, came before the Board on April 10, 2002, in accordance with D.C. Official Code Section 25-601 (2000 Edition). Dodie Butler, Interim President, on behalf of Plan Takoma, and Barrington Scott, I, Chairperson, on behalf of the Advisory Neighborhood Commission 4B, filed opposition in a timely manner.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated June 27, 2002, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.



Accordingly, it is this ______ day of July 2002, ORDERED that:

- 1. The opposition of Dodie Butler, Interim President, on behalf of Plan Takoma, and Barrington Scott, I, Chairperson, on behalf of the Advisory Neighborhood Commission 4B, is WITHDRAWN;
- 2. The application of Jacqueline February t/a 4th Street Market for a retailer's class B (renewal) license located at 6900 4th Street, N.W., Washington, D.C. is **GRANTED**;
- 3. The above-referenced agreement between the parties, is **INCORPORATED** as part of this Order; and
 - 4. Copies of this Order shall be sent to the Protestants and the Applicant.

District of Columbia
Altoholic Reverage Control Board

Roderie E. Woodson, Esquire, Chair

Vera Abbott, Member

Charles Burger, Member

Charles Burger, Member

Judy A. Moy, Member

Ellen Opper-Weiner, Esquire, Member

Audrey E. Thompson, Member



This is an agreement between representatives of Advisory Neighborhood Commission ("ANC 4B") and Plan Takoma (hereinafter referred to as the PROTESTANTS) and the Fourth Street Market (hereinafter referred to as the MARKET) in the matter of Alcoholic Beverage Control application No. 11825 made by the MARKET. The MARKET has applied for renewal of an ABC Class B license for the premises located at 6900 4th St., NW, Washington 20012. PROTESTANTS and the MARKET agree this 27th day of June 2002 as follows:

Whereas, the PROTESTANTS have filed a protest to the renewal of the license and

Whereas, the parties have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the establishment and cooperative efforts of the MARKET and PROTESTANTS.

Now, therefore, in consideration of the agreements set forth herein, the PROTESTANTS agree to withdraw its protest and the MARKET agrees to comply with the terms of the agreement as set forth hereinafter

MARKET agrees:

- 1. MARKET will comply with all portions of the D.C. Code and ABC regulations governing the operation of the establishment at 6900 4th Street, NW, in Washington, D.C. These include, but are not limited to, refusing to provide "go cups" ("a drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming alcoholic beverages" as defined in Sections 709.7 of the ABC regulations); and those provisions of the D.C. Code, Sec. 25-121 (a), prohibiting alcohol sales "to any intoxicated person, or to any person of notoriously intemperate habits, or to any person who appears to be intoxicated."
- 2. MARKET will replace the overhead main identification sign as soon as possible but no later then September 30, 2002.
- 3. Market will work with other Fourth Street businesses, the parks department and community members to keep the park at 4th and Blair Streets clean and attractive, this will include visiting the park at least once daily to pick up litter.
- 4. Market agrees to work with S&S Liquors to reduce the drinking of alcoholic beverages in public areas in front of the store in the following manner:
 - a. Market agrees to speak with Market customers who are known to drink in public areas in an effort to secure the customers' cooperation in reducing drinking in public.
 - b. Market agrees to call the police line (311 or 911) when they observe anyone drinking alcoholic beverages in public areas in front of the store.
- 5. Representatives agree to call the police line (311 or 911) when they observe someone drinking alcoholic beverages in the public and to advise all members of the community to do the same.
- 6. Representatives agree that unless the bus stop in front of the Market is moved they will not make any further demands on MARKET concerning loitering.
- 7. Parties agree to meet at least two times a year to identify and resolve any problems.
- 8. This document shall include the terms of the attached agreement dated May 1999, to the extent that the attached agreement is consistent with the terms of this agreement.

Date: June 27, 2002

4TH STREET MARKET

By: Jacqueline Jeloman Date: June 27, 2002

Advisory Neighborhood Commission 4B

By: Date: June 27, 2002)

Plan Takoma

By: Dodie Inther Hisidint

Date: June 27, 2002

SETTLEMENT AGREEMENT BETWEEN PROTESTANTS AND THE FOURTH STREET MARKET

This is an agreement between DAVID NICHOLSON, LOUIS LIEB, and ROBERT TOURANGEAU (hereinafter referred to as the REPRESENTATIVES) and the Fourth Street Market (hereinafter referred to as the MARKET) in the matter of Alcoholic Beverage Control application No. 11825 made by the MARKET. The REPRESENTATIVES are authorized representatives of those protesting1 (hereinafter referred to as the PROTESTANTS) the Market's application for a substantial change of hours at its establishment located at 6900 4th St., NW, Washington, D.C. PROTESTANTS and the MARKET agree this _____th day of May 1999 as follows:

Whereas, the PROTESTANTS seek to enhance the security and well-being of the neighborhood, its residents, commercial establishments, and merchants and seeks to accomplish these objectives by cooperative efforts;

Whereas, the MARKET is one of several commercial establishments operating within the commercial-zoned district located on 4th Street, NW; being one of three businesses that now sell alcohol on what is essentially the same street (4th Street, between Butternut and Cedar streets, a distance of essentially one short city block), including a liquor store and a tavern/night club, out of a total of six businesses.

Whereas, PROTESTANTS understand that MARKET seeks to continue the successful operation of its business in cooperation with the residents and owners of other business in the neighborhood, and shares with the PROTESTANTS the objectives stated above;

Whereas, the PROTESTANTS having entered into this AGREEMENT to seek a mutually beneficial resolution of certain problems and concerns shared by the PROTESTANTS and MARKET, both acknowledging that because of the location within a diverse economic and cultural section of the city an effort by the residents and business establishments is necessary to improve the quality of life of the residents and economic opportunity for merchants;

Whereas given the desire and the understanding that the MARKET wishes to work with the PROTESTANTS and remain a part of the community to assist in solving some of the problems present in the neighborhood, particularly those attributable to the operation of a store that sells alcoholic beverage near a residential neighborhood; and

Whereas the PROTESTANTS seek to encourage the economic regrowth of the neighborhood and wish to assist in improving the economic opportunity of those merchants willing to work with the PROTESTANTS in improving the quality of life and ensuring the safety of the residents of the neighborhood.

Whereas, PROTESTANTS have filed a protest to the current application, and based on this agreement withdraw their protest.

Now, therefore, the parties agree to resolve their differences in a reasonable and prudent manner and agree to the following:

1. MARKET will comply with all portions of the D.C. Code and ABC regulations governing the operation of the establishment at 6900 4th Street, NW, in Washington, D.C. These include, but are not limited to, refusing to provide "go cups" ("a drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming alcoholic beverages" as defined in Sections 709.7 of the ABC regulations); and those provisions of the D.C. Code, Sec. 25-121 (a), prohibiting alcohol sales "to any intoxicated person, or to any person of notoriously intemperate habits, or to any person who appears to be intoxicated."

2. MARKET will maintain a clear and uncluttered window front, sufficient to enable anyone outside to observe activity taking place within the Market.

MARKET will maintain the exterior areas adjacent to the store clean and free of litter and shall at least twice a day inspect the public areas immediately adjacent thereto for the purpose of removing litter. MARKET shall cause such area to be free of litter at opening and closing hours. (Exterior adjacent area shall be defined as the area ten feet north of the northern border of the Market to the end of the side walk, South to the street end including the trash can and the immediate surrounding area to the can in the Front, and the Alley within a twenty-foot radius of the store's back door).

- 3. MARKET will make a good faith effort to prevent loitering in front of the establishment, including, but not limited to, posting and maintaining signs that state "NO LOITERING BY ORDER OF THE METROPOLITAN POLICE DEPARTMENT". At least one sign will be maintained on the exterior wall of the Market between four and six feet from ground level. In accordance with provisions of the D.C. Code permitting merchants to maintain unfettered access to their establishments, MARKET will request that people standing within 10 feet of its front entrance for longer than 20 minutes to move on. The MARKET will also request police to make regular sweeps to clear any inappropriate gatherings in front of the store.
- 4. MARKET will remove the pay telephone in front of store by December 3, 1999.
- 5 MARKET will, immediately on signing this agreement, discontinue selling single alcoholic beverages in bottles or cans sized 20 ounces or less. MARKET will, immediately on signing this agreement, begin to sell all single alcoholic beverages in black or white plastic bags.
- 6. MARKET will sell alcoholic beverages in its store Monday through Wednesday from 8 a.m. to 9 p.m.; from 8 a.m. to 10 p.m. Thursdays through Saturdays; and from 8 a.m. to 9 p.m. Sundays. Market will post on its front door and on the case containing alcoholic beverages signs listing the hours alcoholic beverages are sold. MARKET may remain open until midnight Monday through Sunday or any day or days of the week at the owner's discretion, provided MARKET complies with applicable ABC regulations requiring all alcoholic beverages to be kept in a locked case outside of the hours specified for the sale of alcoholic beverages as agreed to in this section.

MARKET agrees not to seek an extension of those hours for a period of ten (10) years from the date of this agreement. At the end of that period, if MARKET seeks to increase its hours, MARKET agrees to file a new application for substantial change with the ABC Board and to notify the REPRESENTATIVES of its intent at least three business days prior to the submission of any application seeking a change in its hours.

- 7. The parties agree to form a committee to maintain an open dialogue to address mutual concerns and to provide remedial actions as necessary, including but not limited to identifying products that the community might desire to buy from Market and soliciting assistance from Market in clean up efforts around the community. If any of the parties contends that a signatory has failed to comply with provisions of this agreement, that party shall notify the other in writing of the other party's alleged failure to comply. Provided that the party so notified returns to compliance within seven (7) business days, the other party will file no claim of an alleged breach of this agreement with the Alcoholic Beverage Control Board. The MARKET's failure to comply with the provisions of this agreement will result in the PROTESTANTS immediate filing of the appropriate notice with the ABC Board.
- 8. This agreement shall take effect on approval by the ABC Board, upon which time PROTESTANTS withdraw their protest of the current application, and this agreement shall be binding on both parties for any license renewal period.

4TH STREET MARKET

By: Jacqueline February Date: May 24, 1999

DAVID NICHOLSON Date: May 19, 1999

LOUIS LIEB

Date: May 19, 1999

ROBERT TOURANGEAU Date: May 19, 1999

1Virginia L. Abrams, 316 Aspen St. N.W., Washington, D.C. 20012 Amy Belasco, 6909 Fifth St. N.W., Washington, D.C. 20012 Steve Browning, 6905 Fifth St. N.W., Washington, D.C. 20012 Hazel Branch, 312 Aspen St. N.W., Washington, D.C. 20012 Susan Butler, 6907 Fifth St. N.W., Washington, D.C. 20012 Elaine Camboses, 437 Butternut St. N.W., Washington, D.C. 20012 Richard Camboses, 437 Butternut St. N.W., Washington, D.C. 20012 Carole Clem, 410 Aspen St. N.W., Washington, D.C. 20012 Kelly Craven, 323 Aspen St. N.W., Washington D.C. 20012 Wayne Ctvrtnik, 6513 Third St. N.W., Washington, D.C. 20012 Ruth Dudgeon, 6703 Fourth St. N.W., Washington, D.C. 20012 Carole Falvo, 252 Walnut St. N.W., Washington, D.C. 20012 John Frandsen, 315 Aspen St. N.W., Washington, D.C. 20012 Lerna May-Frandsen, 315 Aspen St. N.W., Washington, D.C. 20012 Leroy Gassaway, 319 Aspen St. N.W., Washington, D.C. 20012 Alice R. Giancola, 528 Cedar St., N.W. Washington, D.C. 20012 Anthony Giancola 528 Cedar St., N.W. Washington, D.C. 20012 Wanda L. Hall, 313 Aspen St. N.W., Washington, D.C. 20012 David Hamilton, 415 Aspen St. N.W., Washington, D.C., 20012 Inge Hill, 409 Aspen St. N.W., Washington, D.C. 20012 Thomas P. Hill, 409 Aspen St. N.W., Washington, D.C. 20012 Leon Johnson, 313 Whittier St. N.W., Washington, D.C. 20012 Scott Jones, 704 Butternut St. N.W., Washington, D.C. 20012 Jennifer Keller, 6704 Fourth St. N.W., Washington, D.C. 20012 Louis Lieb, 424 Whittier St., N.W., Washington, D.C. 20012 Jane Lueder, 6700 Fourth St. N.W., Washington, D.C. 20012 Elizabeth MacGregor, 317 Aspen St. N.W., Washington, D.C. 20012 J. Mayfield, 407 Aspen St. N.W., Washington, D.C. 20012 Bonnie Moss, 6825 Piney Branch Rd. N.W., Washington, D.C. 20012 Lynne Motley, 808 Aspen St. N.W., Washington, D.C. 20012 David Nicholson, 317 Aspen St. N.W., Washington, D.C. 20012 Ndubuisi Ogbuokiri, 6914 Fifth St. N.W., Washington, D.C. 20012 Steve Prister, 6824 Fifth St. N.W., Washington, D.C. 20012 Akbar Sharieff, 516 Butternut St. N.W., Washington, D.C. 20012 Jeffrey C. Stewart, 6900 Fifth St. N.W., Washington, D.C. 20012 Marta Stewart, 6900 Fifth St. N.W., Washington, D.C. 20012

Bob Tourangeau, 409 Aspen St. N.W., Washington, D.C. 20012 Sarah Veerhoff, 408 Aspen St. N.W., Washington, D.C. 20012 Jerry Verhoff, 408 Aspen St. N.W., Washington, D.C. 20012 Virginia View, 516 Butternut St. N.W., Washington, D.C. 20012 Sally West, 6513 Third St. N.W., Washington, D.C. 20012 ., 990526885

#1835

SETTLEMENT AGREEMENT BETWEEN PROTESTANTS AND THE FOURTH STREET MARKET ... J.

ALCOHOLY IN TRACE

This is an agreement between DAVID NICHOLSON, LOUIS LIEB, and ROBERT TOURANGEAU (hereinafter referred to as the REPRESENTATIVES) and the Fourth Street Market (hereinafter referred to as the MARKET) in the matter of Alcoholic Beverage Control application No. 11825 made by the MARKET. The REPRESENTATIVES are authorized representatives of those protesting (hereinafter referred to as the PROTESTANTS) the Market's application for a substantial change of hours at its establishment located at 6900 4th St., NW, Washington, D.C. PROTESTANTS and the MARKET agree this ____th day of May 1999 as follows:

Whereas, the PROTESTANTS seek to enhance the security and well-being of the neighborhood, its residents, commercial establishments, and merchants and seeks to accomplish these objectives by cooperative efforts;

Whereas, the MARKET is one of several commercial establishments operating within the commercial-zoned district located on 4th Street, NW; being one of three businesses that now sell alcohol on what is essentially the same street (4th Street, between Butternut and Cedar streets, a distance of essentially one short city block), including a liquor store and a tavern/night club, out of a total of six businesses.

Whereas, PROTESTANTS understand that MARKET seeks to continue the successful operation of its business in cooperation with the residents and owners of other business in the neighborhood, and shares with the PROTESTANTS the objectives stated above;

Whereas, the PROTESTANTS having entered into this AGREEMENT to seek a mutually beneficial resolution of certain problems and concerns shared by the PROTESTANTS and MARKET, both acknowledging that because of the location within a diverse economic and cultural section of the city an effort by the residents and business establishments is necessary to improve the quality of life of the residents and economic opportunity for merchants;

Whereas given the desire and the understanding that the MARKET wishes to work with the PROTESTANTS and remain a part of the community to assist in solving some of the problems present in the neighborhood, particularly those attributable to the operation of a store that sells alcoholic beverage near a residential neighborhood; and

Whereas the PROTESTANTS seek to encourage the economic regrowth of the neighborhood and wish to assist in improving the economic opportunity of those merchants willing to work with the PROTESTANTS in improving the quality of life and ensuring the safety of the residents of the neighborhood.

Whereas, PROTESTANTS have filed a protest to the current application, and based on this agreement withdraw their protest.

Now, therefore, the parties agree to resolve their differences in a reasonable and prudent manner and agree to the following:

1. MARKET will comply with all portions of the D.C. Code and ABC regulations governing the operation of the establishment at 6900 4th Street, NW, in Washington, D.C.

These include, but are not limited to, refusing to provide "go cups" ("a drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming alcoholic beverages" as defined in Sections 709.7 of the ABC regulations); and those provisions of the D.C. Code, Sec. 25-121 (a), prohibiting alcohol sales "to any intoxicated person, or to any person of notoriously intemperate habits, or to any person who appears to be intoxicated."

2. MARKET will maintain a clear and uncluttered window front, sufficient to enable anyone outside to observe activity taking place within the Market.

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- 3. MARKET will make a good faith effort to prevent loitering in front of the establishment, including, but not limited to, posting and maintaining signs that state "NO LOITERING BY ORDER OF THE METROPOLITAN POLICE DEPARTMENT". At least one sign will be maintained on the exterior wall of the Market between four and six feet from ground level. In accordance with provisions of the D.C. Code permitting merchants to maintain unfettered access to their establishments, MARKET will request that people standing within 10 feet of its front entrance for longer than 20 minutes to move on. The MARKET will also request police to make regular sweeps to clear any inappropriate gatherings in front of the store.
- 4. MARKET will remove the pay telephone in front of store by December 3, 1999.
- 5 MARKET will, immediately on signing this agreement, discontinue selling single alcoholic beverages in bottles or cans sized 20 ounces or less. MARKET will, immediately on signing this agreement, begin to sell all single alcoholic beverages in black

or white plastic bags.

6. MARKET will sell alcoholic beverages in its store Monday through Wednesday from 8 a.m. to 9 p.m.; from 8 a.m. to 10 p.m. Thursdays through Saturdays; and from 8 a.m. to 9 p.m. Sundays. Market will post on its front door and on the case containing alcoholic beverages signs listing the hours alcoholic beverages are sold. MARKET may remain open until midnight Monday through Sunday or any day or days of the week at the owner's discretion, provided MARKET complies with applicable ABC regulations requiring all alcoholic beverages to be kept in a locked case outside of the hours specified for the sale of alcoholic beverages as agreed to in this section.

MARKET agrees not to seek an extension of those hours for a period of ten (10) years from the date of this agreement. At the end of that period, if MARKET seeks to increase its hours, MARKET agrees to file a new application for substantial change with the ABC Board and to notify the REPRESENTATIVES of its intent at least three business days prior to the submission of any application seeking a change in its hours.

- 7. The parties agree to form a committee to maintain an open dialogue to address mutual concerns and to provide remedial actions as necessary, including but not limited to identifying products that the community might desire to buy from Market and soliciting assistance from Market in clean up efforts around the community. If any of the parties contends that a signatory has failed to comply with provisions of this agreement, that party shall notify the other in writing of the other party's alleged failure to comply. Provided that the party so notified returns to compliance within seven (7) business days, the other party will file no claim of an alleged breach of this agreement with the Alcoholic Beverage Control Board. The MARKET's failure to comply with the provisions of this agreement will result in the PROTESTANTS immediate filing of the appropriate notice with the ABC Board.
- extstyle < 8 . This agreement shall take effect on approval by the ABC Board, upon which time PROTESTANTS withdraw their protest of the current application, and this agreement shall be binding on both parties for any license renewal period.

4TH STREET MARKET

DAVID NICHOLSON

Dand Nich

Date: 5/18/99

LOUIS LIEB

Date: 5/19/99

ROBERT TOURANGEAU

Date: - May 19, 1999

¹Virginia L. Abrams, 316 Aspen St. N.W., Washington, D.C. 20012 Amy Belasco, 6909 Fifth St. N.W., Washington, D.C. 20012 Steve Browning, 6905 Fifth St. N.W., Washington, D.C. 20012 Hazel Branch, 312 Aspen St. N.W., Washington, D.C. 20012 Susan Butler, 6907 Fifth St. N.W., Washington, D.C. 20012 Elaine Camboses, 437 Butternut St. N.W., Washington, D.C. 20012 Richard Camboses, 437 Butternut St. N.W., Washington, D.C. 20012 Carole Clem, 410 Aspen St. N.W., Washington, D.C. 20012 Kelly Craven, 323 Aspen St. N.W., Washington D.C. 20012 Wayne Ctvrtnik, 6513 Third St. N.W., Washington, D.C. 20012 Ruth Dudgeon, 6703 Fourth St. N.W., Washington, D.C. 20012 Carole Falvo, 252 Walnut St. N.W., Washington, D.C. 20012 John Frandsen, 315 Aspen St. N.W., Washington, D.C. 20012 Lerna May-Frandsen, 315 Aspen St. N.W., Washington, D.C. 20012 Leroy Gassaway, 319 Aspen St. N.W., Washington, D.C. 20012 Alice R. Giancola, 528 Cedar St., N.W. Washington, D.C. 20012 Anthony Giancola 528 Cedar St., N.W. Washington, D.C. 20012 Wanda L. Hall, 313 Aspen St. N.W., Washington, D.C. 20012 David Hamilton, 415 Aspen St. N.W., Washington, D.C., 20012 Inge Hill, 409 Aspen St. N.W., Washington, D.C. 20012 Thomas P. Hill, 409 Aspen St. N.W., Washington, D.C. 20012 Leon Johnson, 313 Whittier St. N.W., Washington, D.C. 20012 Scott Jones, 704 Butternut St. N.W., Washington, D.C. 20012 Jennifer Keller, 6704 Fourth St. N.W., Washington, D.C. 20012 Louis Lieb, 424 Whittier St., N.W., Washington, D.C. 20012 Jane Lueder, 6700 Fourth St. N.W., Washington, D.C. 20012 Elizabeth MacGregor, 317 Aspen St. N.W., Washington, D.C. 20012 J. Mayfield, 407 Aspen St. N.W., Washington, D.C. 20012 Bonnie Moss, 6825 Piney Branch Rd. N.W., Washington, D.C. 20012 Lynne Motley, 808 Aspen St. N.W., Washington, D.C. 20012 David Nicholson, 317 Aspen St. N.W., Washington, D.C. 20012 Ndubuisi Ogbuokiri, 6914 Fifth St. N.W., Washington, D.C. 20012 Steve Prister, 6824 Fifth St. N.W., Washington, D.C. 20012 Akbar Sharieff, 516 Butternut St. N.W., Washington, D.C. 20012 Jeffrey C. Stewart, 6900 Fifth St. N.W., Washington, D.C. 20012 Marta Stewart, 6900 Fifth St. N.W., Washington, D.C. 20012

Bob Tourangeau, 409 Aspen St. N.W., Washington, D.C. 20012 Sarah Veerhoff, 408 Aspen St. N.W., Washington, D.C. 20012 Jerry Verhoff, 408 Aspen St. N.W., Washington, D.C. 20012 Virginia View, 516 Butternut St. N.W., Washington, D.C. 20012 Sally West, 6513 Third St. N.W., Washington, D.C. 20012

BEFORE THE DISTRICT OF COLUMBIA ALCOHOLIC BEVERAGE CONTROL BOARD

| In the Matter of: | |
|---|-----------------------|
| Jacqueline February) T/a 4 th Street Market) | |
| Application for a Retailer's) Class B - substantial change) at premises) | Case No. 11825-99042P |
| 6900 4 th Street, NW) Washington, DC) | |

David Nicholson, Louis Lieb, and Robert Tourangeau, on behalf of Plan Takoma, Inc., Protestants ¹

Mr. D. Olandan Davenport, Esquire, on behalf of Jacqueline February, Applicant

BEFORE:

RODERIC L. WOODSON, ESQUIRE, CHAIR

VERA ABBOTT, MEMBER CHARLES BURGER, MEMBER LAURIE COLLINS, MEMBER

JUDY MOY, MEMBER

ELLEN OPPER-WEINER, ESQUIRE, MEMBER

AUDREY THOMPSON, MEMBER

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

This matter, having been protested, was scheduled for a roll call hearing on Wednesday, March 31, 1999, in accordance with D.C. Code Section 25-115(c)(5) (1999 Supp.), providing for the protestants to be heard. The Board received timely protest letters from all protestants, including David Nicholson, dated March 16, 1999, Louis Lieb, dated March 12, 1999, and Robert Tourangeau, letter received March 12, 1999.

¹See list of Protestants in Settlement Agreement between Protestants and the Fourth Street Market

Jacqueline February T/a 4th Street Market Page 2

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement, dated May 24, 1999, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Accordingly, it is this 28th day of March 2001, ORDERED that:

- 1. The opposition of, David Nicholson, Louis Lieb, and Robert Tourangeau on behalf of Plan Takoma, Inc., be, and the same hereby is WITHDRAWN;
- 2. The application of Jacqueline February, t/a 4th Street Market, for a retailer's class B license (substantial change) at premises 6900 4th Street, NW, Washington, DC, be, and the same hereby, is **GRANTED**; and
- 3. The above-referenced agreement between the parties, be, and the same hereby is INCORPORATED and part of this ORDER; and;
 - 4. Copies of this Order shall be sent to the Protestant and the Applicant.

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL

Roderic L. Woodson, Esquire, Chair

Vera Abbott, Member

Charles Burger, Member

Laurie Collins, Member

Judy Moy, Member

Ellen Opper-Weiner, Esquire, Member

Audrey Thompson, Member